



Justine N. Margolis

justine.margolis@dentons.com
D +1 212 768 5344

Dentons US LLP
1221 Avenue of the Americas
New York, NY 10020-1089
United States

dentons.com

January 06, 2025 (VIA ECF)

The Honorable Katherine Polk Failla
United States District Court, Southern District of New York
40 Foley Square
New York, NY 10007

MEMO ENDORSED

Re: ***Chenming Holdings (Hong Kong) Limited v. Sklarov et. al*, Case No. 1:24-cv-00935-KPF**
Request for Leave to File Under Seal

Dear Judge Failla:

This firm represents Defendants Jaitegh “JT” Singh and Jurist IQ Corp. (“Jurist”). Pursuant to Rules 9.B and 9.C of Your Honor’s Individual Rules of Practice, Mr. Singh and Jurist respectfully submit this request to seal Exhibits 1-4 to Mr. Singh’s Declaration in Support of Singh and Jurist’s Motion to Dismiss Plaintiff’s Second Amended Complaint (“Singh Declaration”). Mr. Singh and Jurist also respectfully request to redact the portions of their Memorandum in Support of their Motion to Dismiss that contain excerpts from the aforementioned Exhibits 1-4 (the “Memorandum”).

Exhibits 1-4 are stock loan agreements between Plaintiff Chenming Holdings (Hong Kong) Limited and the specified non-party lender, Astor Management 2 Limited, Union Pacific Capital 1 Ltd., and Cornelius Vanderbilt Capital Management Ltd. (collectively, the “Loan Agreements”). These Loan Agreements, which Mr. Singh and Jurist contend foreclose Plaintiff’s claims, are pled and relied upon throughout Plaintiff’s Second Amended Complaint, and therefore may be properly considered by the Court. *See Kleinman v. Elan Corp.*, 706 F.3d 145, 152 (2d Cir. 2013).

The Loan Agreements contain confidentiality provisions that prohibit public disclosure. They are also detailed business transaction documents, disclosure of which would tend to reveal sensitive business information. *See Julian v. MetLife, Inc.*, No. 17-CV-957 (AJN), 2021 WL 3887763, at *15 (S.D.N.Y. Aug. 31, 2021) (granting sealing application where sealing is “narrowly tailored and justified by the need to protect their proprietary or otherwise sensitive business information.”).

Neither Mr. Singh nor Jurist is a party to the Loan Agreements. As described in Mr. Singh’s forthcoming Declaration, he first received them after the Agreements were finalized and executed, and for purposes of providing certain post-contractual services as attorney and escrow agent. (Singh Declaration, ¶ 3).

Accordingly, Mr. Singh and Jurist take no position on whether the Loan Agreements should remain under seal, but as described herein and for purposes of compliance with the Agreements’



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confidence provisions, we respectfully request that the Court permit the sealing of Exhibits 1-4 and redaction of excerpts from these Exhibits in the Memorandum.

We have filed this letter publicly on ECF and will also, pursuant to Rules 9.B and 9.C of Your Honor's Individual Rules of Practice, email to Chambers (i) a clean, unredacted version of the Memorandum, (ii) a copy of the Memorandum highlighting the information that has been redacted in the public ECF filing, (iii) the Exhibits requested to be sealed, and (iv) a courtesy copy of the as-filed version of this letter.

Respectfully submitted,

DENTONS US LLP

/s/ Justine N. Margolis

Justine N. Margolis (JM1128)
*Counsel for Defendants Jaitegh Singh
 and Jurist IQ Corp.*

Cc: All counsel (via ECF)

Application GRANTED. The Clerk of Court is directed to maintain docket entries 102 and 103 under seal, viewable to the Court and the parties only.

The Clerk of Court is further directed to terminate the pending motion at docket entry 100.

Dated: January 7, 2025
 New York, New York

SO ORDERED.

HON. KATHERINE POLK FAILLA
 UNITED STATES DISTRICT JUDGE